

JOHN J. TECKLENBURG MAYOR VANESSA TURNER MAYBANK CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., May 9, 2017, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation - Chairman White

Approval of Minutes: April 25, 2017

- a.Request approval for the Mayor to execute the attached First Amendment to Memorandum of Understanding pertaining to the easements and other consideration relating to the development of the new road and related improvements at Bayview Soccer Center (TMS: 428-00-00-013 and 428-00-00-040; Fort Johnson Road). The property is owned by the City of Charleston.
- b. Authorize the Mayor to execute a Quit-Claim Deed to Melza R. Van Roijen pertaining to 88 Morris Street (TMS: 450-15-02-031) [Ordinance]. The property is owned by Melza R. Van Roijen.
- c. Consider the following annexation:

2240 Pinehurst Avenue (TMS# 358-15-00-023) 0.30 acre, West Ashley (District 2). The property is owned by Chris Mason.

REAL ESTATE COMMITTEE GENERAL FORM

TO:	Real Estate Committee	DA'	TE:	May 9, 2017
FROM:	Colleen Carducci	_ DEPT:	BF	RC
ADDRES	S: Fort Johnson Road			
TMS:	428-00-00-013, 428-00-00-04)		
PROPER	TY OWNER: City of Charles	ton	 -,	
ACTION	Amendment to easements and	Memorand I other con	dum Isidei	or to execute the attached First of Understanding pertaining to the ration relating to the development of the ments at Bayview Soccer Center
ORDIN	ANCE: Is an ordinance requi	red? Yes		No 🖾
COORL	DINATION: The request has All supporting de			
_			9	ignature Attachments
	epartment Head	Ut. a		
	gal Department	Tra	wer	J Cantall
Chief Financial Officer			m	WINNEY D
	rector Real Estate anagement	Liller	<u> </u>	(anduca 🛛
e per estado estado estado de la constitución de la constitución de la constitución de la constitución de la c	ikkala kungsizzi ja prinskala andistristi kanad minat interaktion, kisipanan kungsa isan pepuletia		Constitution (Constitution (Co	
	FUNDING : Was funding prev	•		Yes No No O
*If app	proved, provide the following:			
				needed for this item
	Identify any critical time cons			

^{*}Commercial Property and Community & Housing Development have an additional form.

TO:	_F	Real Estate	e Committee	DA	TE:	May 9, 2017
FROM	: _0	olleen Ca	ırducci	DEPT:	BFI	RC
ADDR	ESS:	Fort Jo	ohnson Road			
TMS:	42	B-00-00-01	13, 428-00-00-0	040		
PROP	ERTY	OWNER:	City of Charl	eston		
ACTIC	N RE	QUEST:	Amendment easements a	to Memoran and other co	idum d nsider	or to execute the attached First of Understanding pertaining to the ation relating to the development of the nents at Bayview Soccer Center
ORD	INA	ICE: Is an	ordinance req	uired? Yes		Vo ⊠
- un primingene Augustian (pai).	<u>AC</u>	<i>TION</i> : Wh	at action is be	eing taken c	on the	Property mentioned?
	ACC	QUISITION	Seller I (Property Owi	ner)		Purchaser
		DONATION Donated B	I/TRANSFER v:			
		FORECLO			and the second of the second o	
		PURCHAS	E			
		CONDEMN	IATION			
		Terms: OTHER Terms:				

	EAS	EMENT	Grantor (Property Owne	r)		Grantee
		PERMANE	NT			
		TEMPORA	RY			
	LEA		Lessor:			l essee:

	INITIAL		
	Terms:		
	RENEWAL		
	Terms:		
	AMENDMENT		
	Terms:		
XII	rovement of P	ren na mere	
2 mib	Owner:	City of Charleston	
	Terms:	Plan, Road Plan and I out in the MOU to be acceptance of any proancillary agreements without further action	Preliminary Plat. Any and all easements set granted by the City, as well as the operty on behalf of the City, and any other contemplated by the MOU, are approved a of City Council, provided the form of said ces and agreements are approved by
		: If Property Action Found check been com	Request is for the sale or lease of city pleted? Yes No N/A
Results:			
		Signature:	College Corducio
			Director Real Estate Management
			detail (Clauses, Agreement Terms,

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON)	FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING			
This FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "First Amendment") is executed this day of, 2017, by and between, Baptist Church Foundation (the "Church"), and the City of Charleston, a municipal corporation of the State of South Carolina (the "City").					
	RE	CITALS			
Memorandum of Understanding (the party required to enable the Church	e "MOU" to marke gregate, a	2016, the Church and the City entered into a ') that outlined the respective obligations of each t for sale two parcels of land owned by the Church approximately 31.059 acres (the "Church Property"), rst Amendment; and			

WHEREAS, the Church has contracted to sell the Church Property; and

WHEREAS, the MOU contemplates a number of temporary and permanent easements to enable the development of the Church Property being granted by the City and approved by City Council prior to the Church closing with a developer (the "Closing"), as well as other ancillary agreements pertaining to matters such as parking; and

WHEREAS, the description and purposes of the easements are detailed in the MOU and the attachments to it; and

WHEREAS, documents are often being modified up to and including the date of a closing and certain of the easements being granted by the City in the MOU will require the recording of a Final Plat, which, by necessity, will occur after Closing; and

WHEREAS, to accommodate an orderly and efficient means of consummating the easement and other land transactions contemplated by the MOU, as well as the execution of ancillary agreements set out in the MOU, the parties execute this First Amendment to amend the timing and approval process for the granting by the City of temporary and permanent easements required of it by the MOU and clarifies the process for the approval of other ancillary agreements in the MOU.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, the mutual promises made by the parties in the MOU and as hereafter set out in this First Amendment, and other valuable consideration, the City, the Church and the Developer agree as follows:

- 1. The above Recitals are incorporated into this First Amendment.
- 2. The last sentence of Paragraph 2 of the MOU is deleted and replace with the following:

Closing shall not occur until the City has approved the Concept Plan, Road Plan and Preliminary Plat. Any and all easements set out in the MOU to be granted by the City, as well as the acceptance of any property on behalf of the City, and any other ancillary agreements contemplated by the MOU, are approved without further action of City Council, provided the form of said easements, conveyances and agreements are approved by Corporation Counsel.

3. In all other respects, the MOU remains unchanged.

WITNESS:

4. This First Amendment shall be binding on each of the parties, and their respective, heirs, successors and assigns.

BAPTIST CHURCH FOUNDATION

IN WITNESS WHEREOF, the parties have set their hands and seals this day and years as aforewritten.

James M. Man-	By: Jon W. Bill Its: PRESIDENT
	CITY OF CHARLESTON
	By:

REAL ESTATE COMMITTEE GENERAL FORM

TO:	John J. Tecklenburg, May	or DATE:	May 9, 2017		
FROM:	Colleen Carducci	DEPT:	BFRC		
	450-15-02-031				
Property		oijen	and the second s		
pertaining	to 88 Morris Street.	terren er en	quit-claim deed to Melz	a R. Van Roijen	
COOR	<u>DINATION</u> : The request has All supporting	s been coordina documentation m			
De	epartment Head	<u> </u>	<u>Signature</u>	Attachments	
Legal Department		Frances.	J. Cantevell		
Chief Financial Officer		(In	witharm		
	rector Real Estate anagement	(Mun	Carducci		
FUNDING: Was funding needed? Yes No If yes, was funding previously approved? Yes No					
*If appr	oved, provide the following:	Dept/Div.	Acct:		
Balanc	e in Account	_ Amount neede	ed for this item		
NEED:	NEED: Identify any critical time constraint(s).				

TO:	John J. Tecklenburg, Mayor	DATE:	May 9, 2017
FROM:	Colleen Carducci	DEPT:	BFRC
ADDRES	SS: 88 Morris Street		
	450-15-02-031		
_	y Owner: Melza R. Van Roijen		
	The second secon		quit-claim deed to Melza R. Van Roijen
	to 88 Morris Street		6 * 1 # gil gina / (appropriate minorina reporte) - from A company on march required extractions
AC		er er tim en	and the second s
AC	Seller QUISITION (Property Owner)		Purchaser
	DONATION/TRANSFER		
	FORECLOSURE Terms:		
	PURCHASE Terms:		
	CONDEMNATION		
	Terms: OTHER Terms:		
	Seiler LE (Property Owner)		Purchaser
	NON-PROFIT ORG, please name Terms:		***************************************
	OTHER Terms:		
EAS	SEMENT Grantor (Property Owner)		Grantee
	PERMANENT Terms:		
	TEMPORARY Terms:		

INITIAL Terms: RENEWAL Terms: AMENDME Terms:	NT
RENEWAL Terms:	NT
Terms: AMENDME	NT
AMENDME	NT
	NT
ER	
Owner:	Melza R. Van Roijen
Terms:	Execute a quit-claim deed to clear the title and clarify the legal description to include a small strip of land (+/- 2 feet) previously excluded in the property description.
	kground check been completed? Yes No N/A
	Signature:
	Director Real Estate Management
	se identify any pertinent detail (Clauses, Agreement Terms, Rep Property.
	AL: Plea



Ratification
Number

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A QUIT-CLAIM DEED TO MELZA R. VAN ROIJEN PERTAINING TO PROPERTY LOCATED AT 88 MORRIS STREET, TMS NO. 450-15-02-031.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

<u>Section 1.</u> The Mayor is hereby authorized to execute on behalf of the City a quitclaim deed to Melza R. Van Roijen pertaining to property located at 88 Morris Street, TMS. No 450-15-02-031, a copy of said quit-claim deed being attached to this Ordinance and incorporated herein by reference.

Section 2. This Ordinance shall become effective upon ratification.

	Ratified in C	ity Council this	day of
		in the Year of C	Our Lord, 2017
	and in the	th Year of the In	dependence of
	the United S	tates of America	
	John J. Teck	lenburg, Mayor	
ATTEST:			
	Vanessa Tur	ner Maybank,	
	Clerk of Cou	ıncil	

STATE OF SOUTH CAROLINA) Title not Examined by Krawcheck & Davidson) QUITCLAIM DEED
COUNTY OF CHARLESTON	
CHARLESTON, A MUNICIPAL the sum of FIVE DOLLARS (\$5.00 these presents by MELZA R. V acknowledged, has remised, release	W ALL MEN BY THESE PRESENTS that THE CITY OF CORPORATION ("Grantor") for and in consideration of O), to it in hand paid at and before the sealing and delivery of AN ROIJEN ("Grantee"), the receipt whereof is hereby sed and forever quit-claimed, and by these presents does aim unto the said Grantee all of Grantor's right, title and cribed real property, to-wit:
SEE EXHIBIT "A" ATTAC EXPRESS REFERENCE.	HED HERETO AND MADE A PART HEREOF BY
•	ingular, the Rights, Members, Hereditaments and belonging, or in anywise incident or appertaining.
the Grantee, her heirs and Assigns Assigns, nor any other person or p	D, all and singular, the said Premises before mentioned unto , forever so that neither the Grantor, nor its Successors and ersons claiming under it, shall at any time hereafter, by any demand any right or title to the aforesaid premises or thereof, forever.
TMS# 450-15-02-031	
GRANTEES ADDRESS: 88 Mg	orris Street, Charleston, SC 29403
	al this day of, in the year of our Lord, two hundred and two hundred forty-second year of the ne United States of America.
SIGNED, SEALED AND DELIVE IN THE PRESENCE OF:	RED The City of Charleston, a Municipal Corporation
Witness #1	By: John Tecklenburg Its: Mayor

Witness #2

STATE OF South Carolina)
)
COUNTY OF Charleston)
	t was acknowledged before me this day of, a Municipal Corporation, by John Tecklenburg, Its Mayor.
	(SEAL) SIGNATURE OF NOTARY PUBLIC FOR:
	MY COMMISSION EXPIRES:

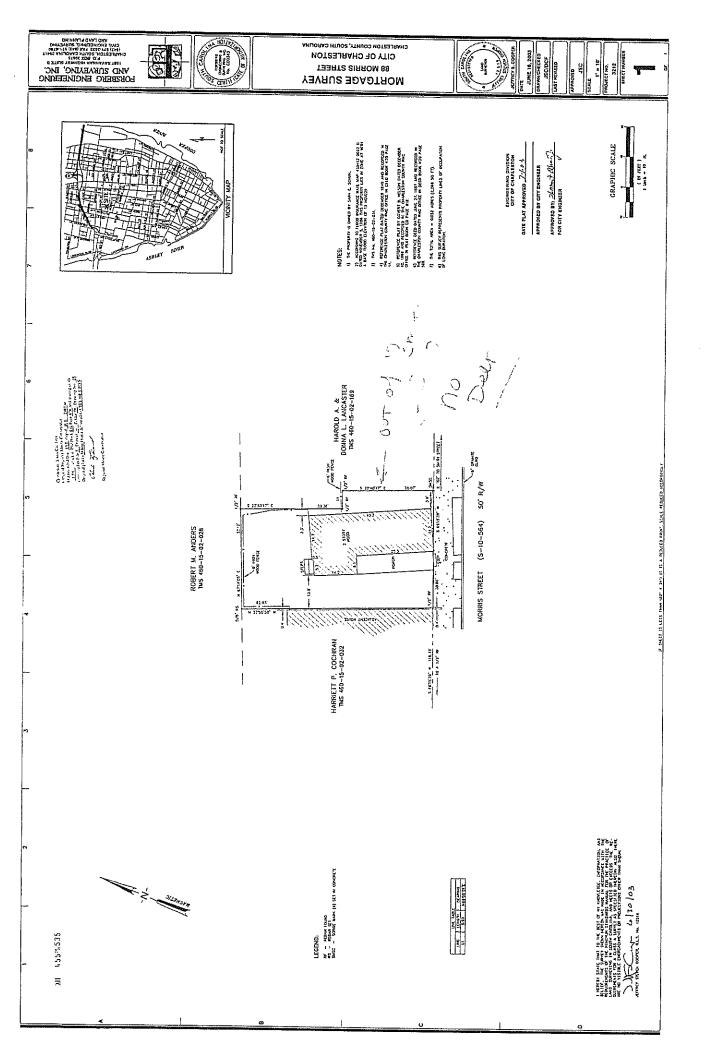
EXHIBIT "A"

All that lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being on the North side of Morris Street, between Smith Street and Rutledge Avenue in the City of Charleston, State of South Carolina and known as 88 Morris Street as shown on a plat entitled "MORTGAGE SURVEY 88 MORRIS STREET CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" dated June 16, 2003 and recorded in the RMC Office in Plat Book EG, Page 470. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

BEING the same property conveyed to Melza R. Van Roijen by deed of Nikkie L. Kinsley and Donald N. Kinsley dated March 13, 2017 and recorded in the Charleston County RMC Office in Book 0624, Page 986.

STATE OF SOUTH CAROLINA) COUNTY OF Charleston) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:
1. I have read the information on this affidavit and I understand such information.
2 The property being transferred is located at 88 Morris Street, Charleston, SC 29403, bearing County Tax Map Number 460-15-02-031, was transferred by The City of Charleston, a Municipal Corporation to Melza R. Van Roijen on
 3. Check one of the following: The deed is (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth. (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary. (c)X exempt from the deed recording fee because (See Information section of affidavit): Quit Claim Deed - (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of (b) The fee is computed on the fair market value of the realty which is
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows: (a) Place the amount listed in item 4 above here: (b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.) (c) Subtract Line 6(b) from Line 6(a) and place result here:

7. The deed recording fee due is based on the fee due is:	amount listed on Line 6(c) above and the deed recording
8. As required by Code Section 12-24-70, I state the transaction as:	e that I am a responsible person who was connected with
•	sh this affidavit who wilfully furnishes a false or fraudulent conviction, must be fined not more than one thousand or both.
	Responsible Person Connected with the Transaction
	Print or Type Name Here
SWORN to and subscribed before me thisday of20	
Notary Public for	
wotary (printed name).	



of



Ratification	
Number	

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2240 PINEHURST AVENUE (0.30 ACRE) (TMS# 358-15-00-023), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. THE PROPERTY IS OWNED BY CHRIS MASON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
 - C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 2 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2240 Pinehurst Avenue, (0.30 acre) is identified by the Charleston County Assessors Office as TMS# 358-15-00-023, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

<u>Section 3.</u> This ordinance shall become effective upon ratification.

	Ratified in City Council this day
	in the Year of Our Lord, 2017, in the Year of the Independence of the United States of America.
Ву:	John J. Tecklenburg Mayor
Attest:	Vanessa Turner-Maybank Clerk of Council

Annexation Profile

Parcel Address: 2240 Pinehurst Avenue Presented to Council: 5/9/2017

Status: Received Signed Petition

Year Built: 1964

Parcel ID: 3581500023 Number of Persons: 4

Race: Caucasian

Acreage: 0.30

Mailing 2240 Pinehurst Ave Current Land Use: Residential

Address: Charleston, SC 29414 Current Zoning: R-4

Requested Zoning: SR-1
Recommended Zoning: SR-1

Subdivision: Springfield Appraised Value: \$147,300.00
Council District: 2 Assessed Value: \$5,900.00
Within UGB: Yes Stormwater Fees: 72.00

Police Located in existing service area - Team 4 Located in existing service area - Station 19 Fire Public Service Sanitation Located in existing service area. One additional stop. Storm Water Contiguous to existing service area. Streets and Sidewalks No additional City-maintained right-of-way **Traffic and Transportation** Signalization None None Signage None **Pavement Markings** CWS service area. **Charleston Water Systems** Planning Urban Growth Line Property is a developed site within the line. City Plan (Century Five) Development and zoning are consistent with the City Plan. **Parks** Already being served.

Notes/Comments:

Owner Names: Chris Mason

City Area: West Ashley

City Plan Recommendation:

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)	TTION FOR ANNEXATION
COUNTY OF CHARLESTON)	ITION FOR ANNEXATION
TO THE HONORABLE MAYOR AND CITY C	OUNCIL OF CHARLESTON
WHEREAS, SECTION 5-3-150 (3) Code	of laws of South Carolina provides for the
annexation of an area or property which is contigu	uous to a City by filing with the municipal
governing body a petition signed by all persons or	wning real estate in the area requesting
annexation, and	
WHEREAS, the undersigned are all perso	ons owning real estate in the area requesting
annexation, and	
WHEREAS, the area requesting annexation	on is described as follows, to wit:
SAID PROPERTY, located in West Ashley (identified by the Charleston County Assessor TMS# 35%-15-00-023	(approximately <u>.50</u> acres) to be annexed is Soffice as Property Identification Number
(Address: 220 Pinchurst Are Charles	ton SC 29414).
NOW, THEREFORE, the undersigned petition the above described area into the municipal limits of	
	Dated this 1914 day of
FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
On m	4-19-17
(Signature)	(Date)
Chris Mison	
(Print Name)	
(Signature)	(Date)

(Print Name)

City of Charleston Annexation Map

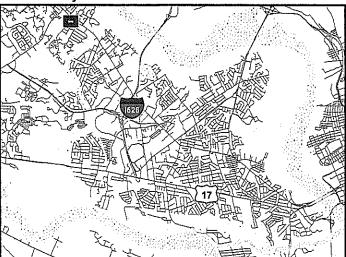
Parcel Address: 2240 Pinehurst Ave

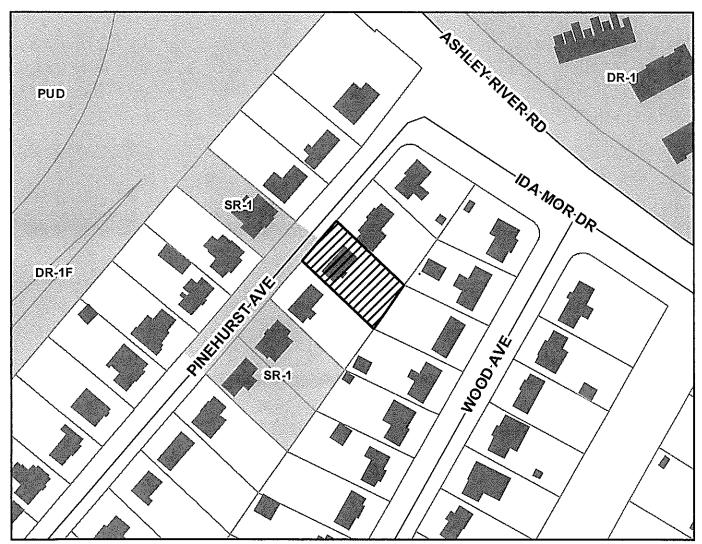
TMS #: 3581500023

Acreage: 0.30

City Council District: 2









Subject Property



Corporate Limits
City of Charleston



Water

